

## LEASE AGREEMENT

STATE OF TEXAS  
COUNTY OF TARRANT

1. THIS LEASE, made and entered into this 13<sup>th</sup> day of October, 2010, by and between Palomino Southern Limited Partnership hereinafter called "LESSOR" and WFC Limited Partnership d/b/a World Finance Corporation of Saginaw hereinafter called "LESSEE".

## WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

2. **Description** – Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor the Premises located at and described on the attached Exhibit A, Site Plan, which details the Premises and the Building/Shopping Center of which the Premises are a part, and as follows:

Office space consisting of approximately 1600 square feet, located at 528 S. Saginaw Blvd, Saginaw TX 76179-1906

3. **Terms** - The term of this Lease shall be for 36 months, beginning on the 1<sup>st</sup> day of November, 2010, and terminating on the 31<sup>st</sup> day of October, 2013, with Rent Commencing January 1 2011 at a monthly base rental of \$1466.67 (one thousand four hundred sixty six dollars and 67/100s) plus \$466.67 (four hundred sixty six dollars and 67/100s) representing a pro-rated share of CAM, taxes, and insurance, hereinafter called the "Initial Term", with rent payable monthly in advance, by the 10th of each month, with two renewal options of three (3) years each at prevailing market rate of comparable properties not to exceed a 5% flat increase in the base rent over the primary term and not less than the rent at the time of renewal by giving to Lessor written notice thereof at least 30 days before the end of the Initial Term, provided Lessee is not in default under the terms and conditions of this Lease.

- a. Lessee shall have access to the Premises prior to the commencement date to prepare the Premises for occupancy.
- b. Lessee and Lessor may not record this Lease but may record a memorandum of this Lease at their sole expense and agree to execute such documents upon request..
- c. Any and all notices required shall be sent either Certified Mail, or recognized Overnight Courier to the Lessor or the Lessee as shown below or to such other address as a party may specify to the other by written notice in accordance herewith. Notice shall be deemed received on the date of receipt evidenced by the Certified Mail receipt or the Overnight Courier's statement of delivery. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed delivered seven (7) days after the date the notice was placed in the US mail or two (2) days after placing with the Overnight Courier.
- d. Lessee will prepay January 2011 rent upon full lease execution.

AS TO LESSOR:

Name: Palomino Southern Limited Partnership

Street Number  
& Name 3113 S. University Dr #600

City & State Fort Worth , TX 76109

AS TO LESSEE:

Name: WFC Limited Partnership  
d/b/a World Finance Corporation of Saginaw

Street Number  
& Name P.O. Box 6429 / 108 Frederick Street

City & State Greenville, SC 29606 / 29607

4. **Late Payment** - Should the Lessee at anytime fail to pay said rent within 10 days after receipt of written notification from Lessor, Lessee will be in default and Lessor may pursue any remedy Lessor has at law to repossess the Premises. If Lessee fails to commence to cure any other provision within ten (10) days after receipt by Lessee of written notice from Lessor, Lessor may pursue any remedy Lessor has at law to repossess the Premises.
5. **Purposes** – Lessee agrees the Premises are to be used for the purposes of conducting a general finance and insurance business, including the arranging for the loaning of money, discounting all kinds of commercial paper, mortgages, conditional sales contracts, security agreements, catalog sales, in-house sales of electronics, tax preparation, and other related business activities. Lessor covenants that there are no exclusivity agreements with any other lessees in the building or center of which the Premises are a part that would prohibit Lessee from engaging in any of the services noted above.
6. **Lessee's Repairs and Maintenance** – Lessee has the permission and right to redecorate the interior of the Premises and to make such improvements therein as are necessary for the conduct of its business that will not interfere with the structural support of the building. Lessee will be responsible for repairs to interior of Premises including above-floor portions of electrical, plumbing, doors, door closures, glass, and fire sprinkler if damage is caused by Lessee's negligence located within Leased Premises and the cost of repair. The Lessee's annual obligation to repair or replace the heating, cooling or ventilation system shall be limited to \$1000.00 per occurrence so long as lessee has a quarterly maintenance contract in place with a qualified HVAC contractor. Any repairs requested by Tenant to the Unit(s) will be done by Landlord's HVAC contractor. Lessee shall return Premises to Lessor at expiration or termination of term or extension thereof in like condition, broom clean, reasonable wear, tear, casualty thereof, alterations, additions, erections, or improvements permitted pursuant to the Lease or permitted by the Lessor excepted.
7. **Lessor's Repairs and Maintenance** - Lessor agrees to maintain at Lessor's expense the structural portions and foundation of the Premises and the interior electrical circuits and the exterior of Premises, including the roof, roof structure, gutters, outer walls, windows, down spouts, fire sprinkler systems so long as it is not damaged by Tenants negligence, sidewalks, parking area, and exterior electrical, and any below-floor or underground plumbing, underground sewer and other utilities. The Lessee's annual obligation to repair or replace the heating, cooling or ventilation system shall be limited to \$1000.00 per occurrence so long as lessee has a quarterly maintenance contract in place with a qualified HVAC contractor. Any repairs requested by Tenant to the Unit(s) will be done by Landlord's HVAC contractor,

8. **Payment of Common Area Expenses, Taxes and Insurance:**

**Common Area Expenses** - Lessee's prorated share of Common Area Maintenance shall be determined by a fraction, the numerator of which is the number of square feet of leasable floor area in the Premises, which is 1600 and the denominator of which is the total number of leasable square feet within all the Buildings in the center, which is 59155. (herein 'Lessee's Prorated Share') The foregoing notwithstanding, the attached Exhibit B, Common Area Expense Exclusions, shall apply to this section and control. All costs related to repair and maintenance to the Premises, Shopping Center or Common Areas shall be governed by the rules of amortization and depreciation as dictated by the 1999 US Master Depreciation Guide and further applicable IRS Rules and Regulations. Lessor shall furnish Lessee, no later than 120 days after Lessor's fiscal year, with an itemized statement of common area maintenance charges including requested copies of all charges and costs and Lessee has the further right to inspect and copy the Lessor's accounts and allocations of common area maintenance expenses at the shopping center office. Any excess or deficiency shall be paid within thirty (30) days after such statement is given. Lessor agrees to: 1. Maintain, repair, restore, repaint, and replace the common areas, including without limitation landscaping, asphalt, sidewalks, and utilities serving the common areas. 2. Keep the common areas illuminated until some period after the shopping center closes. 3. Clean the common areas and keep them free of accumulations of snow, ice, and debris. 5. Maintain public liability and property damage insurance for injuries or damage occurring in the common areas. Lessee's pro rated share of Common Area Maintenance during the first and last year of the Lease or any extension thereof shall be further pro rated by the number of days the Lessee is in possession is to 365. The Lessor will not close or change the common areas in such a way as to limit the Lessee's ease of access to its Premises or build any barriers (from fences to planters to bumper guards) in the common areas that may guide traffic away from Lessee's Premises. The Lessor shall not close or change the common areas in such a way as to limit the Lessee's ease of access to its Premises or build any barriers (from fences to planters to bumper guards) in the common areas that may guide traffic away from Lessee's Premises. Lessor warrants that no changes to the Center or Common Areas by Lessor shall materially or

adversely affect the parking, access or visibility to the Premises. Lessor agrees that Lessee's share of Common Area Expenses (excluding taxes and insurance) shall not increase by more than 6% year over year. Also see attached Exhibit B, Common Area Exclusion List. Notwithstanding CAM will not be less than \$2.50/sf.

#### **Taxes -**

- (a) Lessor shall pay all taxes, assessments, and other charges which may be levied, assessed or charged against the Demised Premises by governmental process and will make all payments required to be made under the terms of any mortgage which is now or may hereinafter become a lien on the Demised Premises. Lessee shall reimburse Lessor for Lessee's Prorated Share of any ad valorem taxes and assessments for the Shopping Center and building after the first lease year, When due. Lessor shall provide a copy of its tax statement to Lessee.
- (b) Lessee shall pay all operating license fees for the conduct of its business and ad valorem taxes levied upon its trade, fixtures, inventory and stock of merchandise.
- (c) There shall be excluded from the tax bill to which Lessee contributes for the purposes of computing Lessee's Prorated Share (i) any increase in taxes caused by construction in the Shopping Center commenced subsequent to occupancy by Lessee hereunder until such time as such newly constructed space constitutes leasable floor area; (ii) income, excess profits, estate, single business, inheritance, succession, transfer, franchise, capital or other tax assessments upon Lessor or the rentals payable under this Lease; and (iii) assessments relating to the initial construction of the Shopping Center or capital improvements (but not replacements) subsequently constructed therein or with respect thereto.
- (d) In the event any part of the Shopping Center is separately assessed and the real estate taxes and assessments relating thereto are payable directly by the occupant thereof, then said taxes and assessments relating to such part of the Shopping Center shall be excluded from the computation of Lessee's Proportionate Share of the real estate taxes and assessments levied or assessed against the land and buildings comprising the Shopping Center.

**Insurance** - Lessee shall on an annual basis pay to Lessor Lessee's Prorated Share after the first lease year in the costs of Lessor maintaining and providing the insurance policies required of Lessor hereinafter described. Payment shall be due to Lessor within thirty (30) days after receipt of notice of the insurance premiums.

9. **Access by Lessor** - Lessor may, upon 1 hour's notice to Lessee, except in the case of an emergency, in which case Lessor may enter the Premises with or without notice as may be reasonable, enter Premises during Lessee's business hours for the purpose of examining the same or making such repairs as necessary that do not materially interfere with Lessee's conduct of its business. Lessor shall give Lessee at least one day's notice prior to entering the Premises after Lessee's normal business hours.
10. **Utilities** - The cost of all gas, electricity, water and other utilities used in the Premises during the term hereof shall be paid for by Lessee. The utilities will be separately metered except for water and ready to be placed in Lessee's name upon delivery of the Premises by the Lessor. Any impact or connection fees will be paid in full by Lessor (excluding any refundable utility deposits to be paid by Lessee).
11. **Assignment** - Lessee may assign this Lease Agreement or sublet the same or any part thereof to any person or corporation of similar business with the written consent of Lessor, it being understood that Lessor's consent will not be unreasonably withheld or delayed. Lessee, however, has the right, without Lessor's prior written consent and without further consideration, to assign the entire Lease to any subsidiary, affiliate or parent which it now has or which it may acquire in the future, provided Lessee or its successor remains responsible for the performance and fulfillment of the terms and obligations of this Lease.
12. **Erection and Removal of Signs** - Lessee may place signs subject to building standards and Landlords approval on both the exterior and interior of the Leased Premises for the purpose of indicating the nature of the business carried on by Lessee in said Premises and shall not damage the Leased Premises in any manner by such installation. At the termination of this Lease, Lessee may remove its signs, and any damage to the Premises caused by removal shall be promptly repaired by Lessee. It is agreed that any signs, trade fixtures, office furniture, fixtures, and equipment may

be removed by Lessee at the expiration or earlier termination of the Lease Agreement, or any renewal or extension thereof.

13. **Casualty** – Should the Premises or the building of which the Premises are a part be partially or totally destroyed by fire or other cause or should be damaged by any cause to such an extent that rebuilding or repairs cannot be made within sixty (60) days from the date of the fire or other cause of damage, Lessee or Lessor shall have the option to terminate this Lease and Lessee's liability under the Lease shall cease as of the date of such damage. If, however, Lessee or Lessor does not exercise said option to terminate the Lease, Lessor shall rebuild and/or repair the Premises to substantially the same condition the Premises were in immediately prior to the casualty and allow Lessee an abatement in the rent and any additional rent until the Premises are ready for occupancy. In the event the Lease is terminated pursuant to this Part 12, any monies prepaid by Lessee shall be returned to Lessee by Lessor.
14. **Cure Lessor's Default** – If Lessor fails to commence to make any material repairs or do any material work required of Lessor by the provisions of this Lease and diligently pursue to completion, or in any other respect fails to commence to perform any material covenant or agreement in this Lease on the part of the Lessor to be performed, Lessee, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by Lessee to Lessor notwithstanding any delay or forbearance in giving such notice, (or in case of any emergency, upon such notice, or without notice, as may be reasonable under the circumstances) Lessee may (a) pay said costs and other charges and cure such defaults all on behalf of and at the expense of Lessor, and do all necessary work and make all necessary payments in connection therewith, and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee and agrees that Lessee may withhold any and all rental payments thereafter becoming due to Lessor pursuant to the provisions of this Lease, or any extension thereof together with interest at the rate of ten percent (10%) per annum, and may apply the same to the payment of such indebtedness of Lessor to Lessee until such indebtedness is fully paid or (b) Lessee may terminate the Lease Agreement with thirty (30) days prior notice to Lessor. Nothing herein contained shall preclude Lessee from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue; and if at the expiration of this Lease or any extension thereof there shall be any sums owing by Lessor to Lessee, this Lease may at the option of Lessee be extended and continue in full force and effect until sixty (60) days after the date when the indebtedness of Lessor to Lessee has been fully paid.
15. **Lessee's Remedies** – Any repairs to interior of Leased Premises due to damage from Lessor's continued non-remedied default; i.e., roof, drainage pipes, wall leaks, etc. shall be paid for by Lessor per the provisions in section 14 of this Lease.
16. **Attorneys' Fees** – If Lessor or Lessee litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Lessor or Lessee is made a party to any litigation instituted by or against the other, the other will hold harmless the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation. For the purposes of the Lease, the successful litigant is the one who recovers the net judgment in claims for monetary damage and the one who recovers substantially the relief it sought in claims that do not involve monetary damages.
17. **Eminent Domain** - Should the Premises described herein, or any part thereof, be taken by condemnation or eminent domain by any local or political authority or subdivision thereof, having such power so that the Lessee cannot carry out its purpose or objects on said Premises, this Lease and Lessee's liabilities under the Lease shall terminate upon such taking. Any monies prepaid by Lessee shall be refunded to Lessee upon such termination.
18. **Adverse Legislation** – It is agreed by and between the parties hereto that if during the term of this Lease or any extension thereof any law, decision, regulation, continues or is made effectual in this City, State, or Nation, which in the judgment of the Lessee adversely affects or makes it unprofitable for the Lessee to carry on its business in these Premises, then in any such event this Lease may be cancelled by the Lessee by serving a 90-day written notice of cancellation on the Lessor or its authorized agent and payment of any unamortized cost incurred by Landlord. This Lease is contingent upon Lessee being granted all licenses/permits necessary to operate where the Premises are located under the provisions of any municipal, county, state or Federal entities.

**19. Insurance**

**A. Fire/Casualty Insurance by Lessor:** During the Base Term and any Renewal Term, Lessor covenants and agrees to maintain in full force a policy or policies of insurance on the Building providing insurance protection against risks of direct physical loss, specifically including protection against damage or destruction by fire and other casualties excluding flood, earthquake and vandalism insurance (formerly known as "All Risk Insurance"). Said insurance shall be in the amount equal to 80% of replacement value of the permanent improvements thereon under a policy or policies issued by responsible insurance companies and authorized to do business in the State of Texas. Lessee agrees that it will not do or keep anything in or about the Premises which will contravene the Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessor from procuring such policies from companies acceptable to the Lessor at reasonable rates. Lessor shall provide evidence of said insurance coverage to Lessee.

**B. Fire/Casualty Insurance by Lessee:** During the Base Term and any Renewal Term, Lessee covenants and agrees that at its sole of cost and expense it will maintain in full force a policy of insurance on the interior of the Premises and upon its personal property, fixtures, equipment and merchandise therein, etc. for which Lessee is contractually responsible] providing insurance protection against risk of direct physical loss, specifically including protection against damage or destruction by fire and other casualties, excluding flood, earthquake and vandalism insurance (formerly known as All Risk Insurance). Lessor agrees that it will not do or keep anything in or about the Premises which will contravene the Lessee's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessee from procuring such policies from companies acceptable to the Lessee at reasonable rates. Further, Lessor covenants and agrees that it will require all other lessees of the building/project/shopping center/etc. to carry, at a minimum, the insurance coverage specified herein. Lessee shall provide evidence of said insurance coverage to Lessor.

**C. Liability Insurance by Lessor:** Lessor shall, at its own expense, provide and keep in force a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to do business in the State of Texas, protecting both the recovery being waived by the Lessor against Lessee, its successors and against any and all liability occasioned by occurrence, accident or disaster on the Demised Premises and/or the Common Improvements, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance, with proof of payment of premium, shall be deposited with the Lessee upon issuance.

**D. Liability Insurance by Lessee:** Lessee shall, at its own expense, provide and keep in force, for the benefit and protection of Lessor and Lessee as their respective interest may appear, a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to business in the State of Texas, protecting both the recovery being waived by the Lessee against Lessor, its successors and assigns against any and all liability occasioned by occurrence, accident or disaster on Demised Premises, the Building and/or the Property, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance, with proof of payment of premium, shall be deposited with the Lessor upon issuance.

**E. Mutual Indemnification:** The Lessee agrees to hold and save Lessor, its agents, employees, tenants and visitors, harmless at all times during the primary term and any extension hereof, from and against any losses, damages, costs, or expenses on account of any claim for injury, including death, or damage either to person or property sustained which arises out of the use and occupancy of the Demised Premises by the Lessee, its agents, employees, invitees, and customers (except those resulting from Lessor's willful, negligent or unlawful acts or omissions). Lessor shall give Lessee notice of all claims made against the Lessor that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessee's written consent.

The Lessor agrees to hold and save the Lessee harmless, at all times during the Base Term and any extension hereof, from and against any losses, damages, cost, or expenses on account of any claim for injury by a third party, including death or damage either to person or property, against the Lessee, which arises out of the use and occupancy of the

Common Areas and/or Demised Premises by the Lessor, its agents, employees, invites, and customers (except those resulting from Lessee's willful, unlawful or negligent acts). Lessee shall give Lessor notice of all claims made against the Lessee that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessor's written consent.

**F. Copies:** All policies required by this Lease shall be in such form and with such insurance company as shall be reasonably satisfactory to both parties with provisions for at least ten (10) days notice to the party not responsible for procuring the policy. At least ten (10) days before the expiration of any such policy, the party responsible for procuring the insurance shall supply the other party with a substitute therefore or with evidence of payment of premiums therefore and a certificate of insurance detailing such coverage. In the event either party does not maintain the insurance herein called for, the other party may obtain said insurance and the party responsible for procuring the policy shall reimburse the other party for the premiums on said insurance on demand.

20. **Environmental** - Lessor represents and warrants to Lessee that Lessor has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation or asbestos as those terms are defined in any hazardous substance laws and Lessor will hold harmless Lessee, its directors, officers, employees and any assignees, Sub-Lessees or successors to Lessee's interest in the Premises, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel,
21. **Condition of Premises** – Lessor to the best of lessor's knowledge represents and warrants to Lessee that on the date of delivery of possession of the Premises to Lessee the Premises will be in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any similar body having jurisdiction over the Premises or the building of which the Premises are a part (including but not limited to ADA requirements). Lessor further warrants the HVAC, electrical, and plumbing systems will be in good working order upon delivery of the Premises to the Lessee. Lessor will also complete any work as detailed on the attached Exhibit C, Lessor's Work.
22. **Liens** – This Lease does not grant a lien or any other express or implied security interest to Lessor with respect to Lessee's property.
23. **Parking** – Lessee's employees and business invitees shall have the right to use adequate designated parking spaces in the parking area adjacent to the Premises.
24. **Consent** – Lessor and Lessee covenant that any consent or approval required of either party herein shall not be unreasonably withheld or delayed.
25. **Quiet Possession** – If Lessee is not in default under the covenants of this Lease on the part of the Lessee to be performed, Lessor will guarantee to Lessee the quiet, peaceful and uninterrupted possession of the Premises and Lessor covenants that the Lessee's possession of the Premises shall not be disturbed by anyone claiming by, through, or under the Lessor.
26. **Time of Essence** - Time is of the essence in the performance of this Lease. The terms of this Lease will be binding only if accepted by Lessor within 15 days of date the Lease is executed by Lessee as shown below. This Lease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and delivered on the \_\_\_\_\_ day of October, 2010.

**LESSOR:**

Palomino Southern Limited Partnership



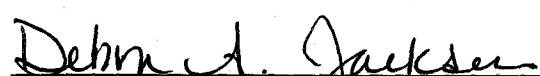
By:

## Witnesses as to Lessor:

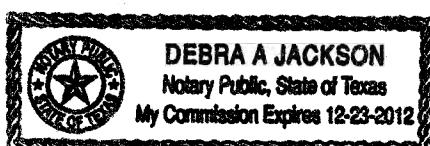
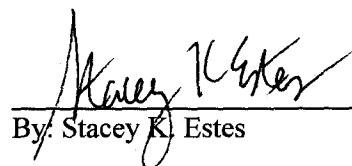
1. AnnMarie Fudd
2. S McMahon

State of TexasCounty of Tarrant

The foregoing instrument was acknowledged before  
me this 13 day of October, 2010,

by Teresa Manire


Notary Public

My Commission Expires: 12/23/2012**LESSEE:**WFC Limited Partnership with  
WFC of South Carolina, Inc., General Partner


By: Stacey K. Estes

## Witnesses as to Lessee:

1. Shawonk Crowe
2. Kelli J. Glaspie

## Acknowledgment

State of South Carolina

County of Greenville

This foregoing instrument was acknowledged before  
me this 16<sup>TH</sup> day of OCTOBER, 2010,

by Stacey K. Estes


Notary Public

My Commission Expires: 1/28/2018

**EXHIBIT A  
SITE PLAN**

**N/A**

**EXHIBIT B**  
**COMMON AREA EXPENSE EXCLUSIONS**

These Common Area Expense exclusions supersede any Language in the Lease Agreement.

1. Costs of decorating, redecorating, or special cleaning or other services not provided on a regular basis to Tenants of the building. The costs for any merchant's association dues or marketing fees.
2. Wages, salaries, fees and fringe benefits paid to administrative or executive personnel or officers or partners of Lessor unless employed at competitive rates as independent contractors.
3. Any Administrative or Management fees in excess of 10% of the total cost of acceptable Common Area Expenses exclusive of property taxes and insurance payments. Lessor may charge either an Administrative fee or a Management fee, but not both.
4. Any charge for depreciation of the building or equipment and any interest or other financing charge.
5. Any charge for real property taxes, Lessor's income taxes, excess profit taxes, franchise taxes, or similar taxes on Lessor's business.
6. All costs relating to activities for the solicitation and execution of Leases of space in the building.
7. All costs and expenses of operating a garage or commercial space in the shopping center.
8. The cost of any electric current furnished to the Premises or any rentable area of the building for purposes other than the operation of building equipment and machinery and the lighting of public toilets, stairways, shaft ways and building machinery or fan rooms.
9. The cost of correcting defects in the construction of the building or in the building equipment, except that conditions (not occasioned by construction defects) resulting from ordinary wear and tear will not be deemed defects for the purpose of this category.
10. The cost of any repairs made by Lessor because of the total or partial destruction of the building or common areas or the condemnation of a portion of the building or common areas that is not covered in Tenant's or Lessor's standard insurance policy.
11. The cost of any insurance premiums paid by Lessor
12. The cost of any additions or capital improvements to the shopping center subsequent to the date of original construction.
13. The cost of any repairs, alterations, additions, changes, replacements, and other items that are properly classified as capital expenditures to the extent they upgrade or improve the building as opposed to replace existing items that have worn out.

14. Any operating expense representing an amount paid to a related corporation, entity, or person that is in excess of the amount that would be paid in the absence of such relationship.
15. The cost of tools and equipment used initially in the construction, operation, repair and maintenance of the shopping center.
16. The cost of any work or service performed for or facilities furnished to any Tenant of the building to a greater extent or in a manner more favorable to such Tenant than that performed for or furnished to Tenant.
17. The cost of alterations of space in the shopping center leased to other Tenants.
18. The cost of overtime or other expense to Lessor in curing its defaults or performing work expressly provided in this Lease to be born at Lessor's expense.
19. Amounts paid (including interest) on account of or to cure statutes, laws, notes, or ordinances by Lessor on any part of the shopping center.
20. Any costs for qualified expenses that were not amortized pursuant to the Internal Revenue Code of 1986 as amended.

EXHIBIT 'C'  
LESSOR'S WORK

Jm SFA

Landlord's

Lessor will carpet with standard commercial carpet meeting Lessee's standard building specifications.

Lessor will construct a single interior demising wall within the demised premises.

Lessor will paint the demised premises with a single color of Lessee's choosing.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

WORLD FINANCE CORP  
5285 S SAGINAW BLVD  
SAGINAW, TX 76179-1906

Submitter: WORLD FINANCE CORP

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/4/2011 2:05 PM

Instrument #: D211001078

A	12	PGS	\$56.00
---	----	-----	---------

By: Mary Louise Garcia

D211001078

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD